

APPENDIX I

Stapleton Testimony

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11

12 **BEFORE THE**
13 **STATE WATER RESOURCES CONTROL BOARD**
14 **STATE OF CALIFORNIA**
15

16 In re Petition of Imperial Irrigation District and) **OUTLINE OF SUPPLEMENTAL EXPERT**
San Diego County Water Authority for) **TESTIMONY OF MAUREEN**
17 Approval of Long-Term Transfer of Conserved) **STAPLETON (FOR REBUTTAL CASE)**
Water and Changes in Point of Diversion, Place)
18 of Use and Purpose of Use Under Permit No.)
7643)
19

20 I am Maureen Stapleton, General Manager of the San Diego County Water Authority
21 (SDCWA). My Statement of Qualifications and Written Testimony for Phase I was submitted
22 previously as SDCWA Exhibit 1.

23 **I. INTRODUCTION**

24 I am aware of certain testimony and exhibits offered by various parties to this proceeding in
25 their respective cases in chief and in cross-examination of various witnesses. This testimony is
26 offered in rebuttal to clarify some matters and to provide a context and a foundation for the exhibits
27 filed in connection with this testimony. I will address: (i) the impacts of the Water Conservation and
28 Transfer Program (Project), as defined by the pending Petition in this matter and the draft

1 Environmental Impact Report for the Project (DEIR/DEIS), within San Diego County; (ii) the
2 considerations that guided SDCWA in establishing a price for the conserved water to be transferred
3 to SDCWA by the Imperial Irrigation District (IID) under the Transfer Agreement,¹ and (iii) the
4 relationship between the method of conservation and the ability to obtain permitting from California
5 Department of Fish and Game (DFG) as well as potential socio-economic impacts.

6 **II. INTRA SAN DIEGO COUNTY IMPACTS**

7 **A. The Water Transfer is Not Growth Inducing**

8 Irrespective of how the conservation element of the Project is implemented by IID,
9 SDCWA's efforts to transfer conserved water from IID to SDCWA, if successful, will not be growth
10 inducing. As a resource agency having no land use regulatory power of its own, SDCWA merely
11 provides water facilities and supplies necessary to meet demands first determined by other public
12 agencies having Constitutional and statutory authority to regulate the pace, location, quality and
13 quantity of land development. SDCWA is simply seeking to match its firm water supplies to
14 regional water needs determined according to population growth first established by others. This
15 year, SDCWA has imported from MWD about 600,000 acre-feet of water to meet current demand.
16 Of this amount, we only consider about 320,000 acre-feet to be firm MWD supplies. With the IID
17 water transfer, SDCWA will convert up to 200,000 acre-feet of at risk water to firm supplies. Even
18 though this total amount of firm supply remains less than current usage it provides assurances
19 against the potential for devastating economic and social hardship like happened in the last drought.

20 In November 1988, the voters of San Diego County approved a regional planning and growth
21 control measure. The measure required the County of San Diego and each city in the county to
22 participate in formulating a regional growth management plan. The San Diego Association of
23 Governments (SANDAG) was designated as the regional growth management review board.
24 SANDAG is a joint-powers agency comprised of all the local government agencies that have land
25 use regulatory power in San Diego County. In 1989, the legislature charged SDCWA with
26 providing water sufficient to meet the needs of its member agencies serving the San Diego Region.

27 ¹ IID Exh. 7: Agreement for Transfer of Conserved Water by and Between Imperial Irrigation District and San Diego
28 County Water Authority, dated April 29, 1998.

1 In 1993, SANDAG and SDCWA executed an agreement requiring SDCWA to use SANDAG's most
2 recent regional growth forecasts in determining water demands and the amount, types and phasing of
3 facilities needed to serve the forecast population.² The intent of the agreement is to assure
4 consistency between the land use and development regulations and policies of the county and cities
5 on the one hand, and the water supply and facility planning by SDCWA on the other. Since then
6 SDCWA has planned, sized and phased its water facilities and supplies to meet, concurrent with
7 need, the water demands determined according to SANDAG's regional growth projections as
8 implemented through land use regulations of the county and cities.

9 Contrary to testimony offered by National Wildlife Federation in its case in chief,³ SDCWA
10 is not responsible for developing general plans, instituting growth management ordinances or issuing
11 land use approvals under zoning and building ordinances. SDCWA is responsible for providing,
12 concurrent with need, wholesale water facilities, which together with local supplies of its member
13 agencies and demand reduction (conservation) programs, are sufficient to provide for the population
14 previously planned and anticipated by SANDAG and its component agencies. SDCWA has no land
15 use regulatory authority and makes no decisions about whether an individual development is
16 permitted or will proceed.

17 SDCWA supplies water to other public agencies, some cities, some municipal water districts,
18 some irrigation districts, some county water districts, and one public utility district. It has no
19 authority to offer retail water service as a public water system anywhere within its boundaries. Any
20 water supply that SDCWA does bring into its service territory is subject to apportionment by each
21 member agency within the SDCWA and is distributed at the discretion of the member agency that
22 provides the retail service. For example, the SDCWA has no input into whether the Helix Water
23 District, a member agency, may elect to extend water service to a new golf course or a given
24 development. SDCWA simply matches its supplies with the growth projections provided by
25 SANDAG. The pace, location and extent of that growth is regulated by SANDAG's own members,
26 the county and cities, using planning tools that include growth management and other plans

27 ² SDCWA Exh. 20: Memorandum of Agreement between SDCWA and SANDAG (Oct. 8, 1992); See also Wat. Code §
28 10915(e).

³ See Written Testimony of Dr. Suzanne Michel (NWF Exh. 14) and Mr. Craig Jones (NWF Exh. 3)

1 regulating the extent and timing of housing development on the one hand and facilities,
2 infrastructure and resources to support that housing on the other. For example, the City of Carlsbad
3 and the City of San Diego have adopted land use regulations regulating growth by assuring that
4 facilities, infrastructure and resources are available concurrent with need. These regulations are
5 coordinated with the SANDAG population projections.

6 In its case in chief, the National Wildlife Federation suggested that even if there was no
7 additional capacity in the Colorado River Aqueduct (CRA) being made available as a part of this
8 Project, the Project was nevertheless growth-inducing because SDCWA could always order more
9 water from Metropolitan Water District of Southern California (MWD).⁴ It is true that MWD could
10 pursue additional water to ultimately overcome shortages on the Colorado River. However, MWD
11 supplies to SDCWA are not firm. Furthermore, MWD's primary source of water other than the
12 Colorado River is the State Water Project.

13 Existing SDCWA treated water pipelines connecting SDCWA to MWD are presently
14 operating at a level that will meet planned needs for the next 6 to 15 years, after that new delivery
15 facilities will be required. The exact nature and extent of those facilities is not yet determined.
16 There is no proposal to add to that capacity as part of the water transfer, and the water transfer has
17 no impact on the need or timing of those facilities. In fact, SDCWA consistently has been on record
18 with MWD that the construction of Pipeline Six should be delayed because SDCWA believes that
19 facilities should be constructed concurrent with need, not before. Additionally, while some capacity
20 does exist in SDCWA's untreated water pipelines, neither SDCWA (or its member agencies) or
21 MWD has the ability to treat significantly greater quantities of water – i.e., the treatment facilities
22 themselves are at or near full capacity – and there is no proposal to increase treatment facility
23 capacity as part of the proposed Project. In any event, SDCWA can rely upon MWD to provide only
24 up to that quantity of water determined according to Section 135 of the Metropolitan Water District
25 Act, an amount which, as currently determined by MWD, is only about 32,000 acre-feet per year.

26 Additionally, contrary to assertions made by the National Wildlife Foundation's witnesses,⁵

27 ⁴ NWF Exh. 3: Written Testimony of Mr. Craig Jones; Oral testimony of Mr. Craig Jones (Record transcript citations
28 not yet available).

⁵ Oral testimony of Mr. Craig Jones (Record transcript citations not yet available).

1 the proposed Emergency Storage Project (ESP) does not provide additional capacity. The Final
2 Environmental Impact Report for the ESP was certified in 1996. Its operation is limited for the
3 purposes of providing an emergency supply. It does not provide carry-over storage for anything
4 other than "emergency use" and it does not materially impact SDCWA's ability to receive or convey
5 more imported water.⁶

6 **B. There Will Be Greater Adverse Impacts to Quality of Life, Aesthetics and Fish**
7 **and Wildlife in San Diego County Than if the Transfer is Not Completed.**

8 The National Wildlife Federation indicated in its testimony that providing more reliable
9 water supplies would cause adverse impacts to quality of life and to fish and wildlife resources in
10 San Diego County.⁷ However, maintaining and preserving reliable imported water supplies is more
11 likely to result in improved environmental conditions and an improved overall quality of life within
12 San Diego County than if water supplies were less reliable.

13 With the consistent performance of the Colorado River supply, the entire Southern California
14 economy has grown up in dependence upon that water. If the Colorado River should suddenly
15 become unavailable, there could be serious impacts on the environmental conditions within Southern
16 California. For example, if MWD were unable to offset reductions in Colorado River water while it
17 was securing replacement water from other sources, there could be lesser quantities of imported
18 water and corresponding loss of irrigation run-off available in local surface streams that may be
19 enjoyed by fish and wildlife.

20 Having a reliable supply of water means that a region and its communities can plan in a
21 manner that sustains a reasonable quality of life, supports a vibrant economy and assures protection
22 of environmental resources. Shortages associated with "paper" water planning, on the other hand,
23 can result in dire consequences to a region's quality of life, the economy and the environment. The
24 health, safety and welfare of a community are enhanced when land planning and water planning are
25 coordinated so that firm supplies are available to support not only personal consumption and
26

27 ⁶ SDCWA Exh. 51: Resolution No. 96-31 - A Resolution of the Board of Directors of the San Diego County Water
28 Authority (1) Approving a Proposed Emergency Water Storage Project; (2) Adopting Findings of Fact; and (3) Adopting
a Statement of Benefits and Overriding Considerations (August 15, 1996).

⁷ NWF Exh. 14: Written Testimony of Dr. Suzanne Michel.

1 sanitation but fire protection and agricultural needs.

2 The San Diego region has one of the most productive agricultural industries in the state. It is
3 dependent on high value crops, trees and orchards need water to survive. Municipal, industrial and
4 many forms of agricultural uses can modify their practices to weather a drought. Orchards are not so
5 easy to adapt. A prolonged shortage caused serious adverse impacts on San Diego's agricultural
6 economy in 1987-1992. Yields from avocado orchards were severely reduced as many farmers
7 stubbed their trees for several years and eliminated some orchards entirely. If MWD's ultimate
8 procurement of replacement water turns out to be difficult and more expensive to implement, these
9 adverse impacts could be prolonged.

10 **III. PRICE FOR CONSERVED WATER TRANSFERRED TO IID**

11 Steven Spickard, a witness for the County of Imperial, suggested that SDCWA's economic
12 ability to pay for water is relevant to determining the price that SDCWA should pay IID for water.⁸
13 In addition, the County of Imperial, among other parties in their respective cases in chief, have
14 suggested that the contract price to be paid by SDCWA is insufficient to cover the actual costs
15 incurred and potential impacts that may be felt by the broader community in Imperial County.⁹
16 However, the fact is that SDCWA has always wanted and pursued a "win-win" transfer with IID.
17 That is one reason why SDCWA initially agreed to consider the cost of "on farm conservation" as an
18 important factor in establishing the price of water SDCWA would be willing to pay IID under the
19 Transfer Agreement. In SDCWA's assessment the price for water established in the Transfer
20 Agreement reflects all of the following factors:

- 21 • The cost of conservation,¹⁰ environmental mitigation, administration and the desire to
22 avoid adverse socio-economic impacts.¹¹

23 ⁸ See County Exh. 3A: Testimony of Mr. Steven Spickard.

24 ⁹ Oral testimony of Mr. Steven Spickard (Record transcript citations not yet available).

25 ¹⁰ See SDCWA Exh. 53: SDCWA Board Letter re: Approve the Release of the Proposed IID Water Transfer Agreement
26 (Action) (Dec. 11, 1997); SDCWA Exh. 55: Confidential Interoffice Memorandum to SDCWA Board of Directors re:
27 Due Diligence on Proposed Water Conservation and Transfer Agreement with Imperial Irrigation District (IID) (Feb. 12,
28 1998); SDCWA Exh. 56: SDCWA Board of Directors Meeting Agenda for January 27, 1998, 1:30 p.m., including Peter
Canessa, Agricultural Consultant, Presentation.

¹¹ IID Exh. 7: Agreement for Transfer of Conserved Water by and Between Imperial Irrigation District and San Diego
County Water Authority, dated April 29, 1998 ("no following" provision; requirement that a minimum of 130,000 acre-
feet be generated from on farm conservation).